

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SEA EAGLE MARINE LTD.,

Plaintiff,

-against-

NATIONAL SPECIALTY INSURANCE CO.,

Defendant.

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CASE NO.: 1:21-cv-4328

**COMPLAINT FOR BREACH OF
INSURANCE CONTRACT**

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Plaintiff, SEA EAGLE MARINE LTD. (“SEA EAGLE”), by and through its undersigned counsel hereby sues Defendant, NATIONAL SPECIALTY INSURANCE COMPANY (“NSIC”), for Breach of an Insurance Contract and as states as follows:

1. This Honorable Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1332 in that the case and controversy exceeds \$75,000, exclusive of attorneys fees and costs, and the parties are diverse in that Plaintiff’s principal place of business and domicile is the British Virgin Islands and Defendant’s principal place of business is believed to be Bedford, Texas.

2. Personal jurisdiction is proper over the Defendant as the Parties’ contract contained a New York venue provision and the Defendant purposely availed itself to this District by Contract, by operating a business in this District and by requiring its insureds to sue in this District.

3. Venue is proper in this district as the parties agreed to jurisdiction and venue in this district and the defendant conducts regular business in this District.

THE PARTIES

4. Plaintiff, SEA EAGLE MARINE LTD., is a British Virgin Islands company that owns and operates the M/V SEA EAGLE, a 68-foot Precision vessel built in 1988.

5. Defendant National Specialty Insurance Company is believed to be an insurance company operating in Texas, with a business address of 1900 L. Don Dodson Drive, Bedford TX 76021.

COUNT I
(BREACH OF MARINE INSURANCE CONTRACT)

6. Plaintiff contracted with Defendant, NATIONAL SPECIALTY INSURANCE COMPANY, on June 9, 2020 to insure its 1988 Vessel named SEA EAGLE with a policy term from June 20, 2020 to June 20, 2021. *See* Contract of Insurance, Exhibit “A.”

7. The policy was an “all-risk” policy for the hull and machinery, and covered property damages to the insured boat. (Exhibit A, TYPE OF LOSSES COVERED).

8. During the policy period, on or about July 5, 2020, the vessel SEA EAGLE suffered a direct loss caused by an apparent lightning strike.

9. The lightning strike was a fortuitous event that caused extensive damages to the vessel and its gear.

10. No fire was observed, just extensive lightning and electrical damage to equipment.

11. The damaged caused was a covered loss by the policy.

12. Plaintiff made a claim to the insurer NSIC under the policy.

13. Defendant refused to pay the claim.

14. Plaintiff has complied with the policy, gave notice of the loss and provided a proof of loss.

15. Plaintiff has performed all conditions precedent to the insurance contract.

16. Defendant has breached the insurance contract agreement and refused to pay its insured, Plaintiff.

17. As a result of this breach, Plaintiff has been damaged in the amount of \$158,871.59 as can nearly be determined, plus prejudgment interest and costs of litigation.

18. Plaintiff demands a jury for all issues so triable.

WHEREFORE, the Plaintiff, SEA EAGLE MARINE LTD., prays for entry of judgment against National Specialty Insurance Company in the amount of \$158,871.59 plus costs, prejudgment interest and post judgment interest, and that the Plaintiff may have such other and further relief as the cause may require.

Respectfully submitted this 13th day of May, 2021.

By: /s/ Gino J. Buttó
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